

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7857683

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
OAKTREE FUND ADMINISTRATION, LLC	03/20/2023
CREATIVE PLASTIC CONCEPTS, LLC	03/20/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	US MERCHANTS HOLDINGS, LLC
<b>Street Address:</b>	8737 WILSHIRE BLVD
<b>City:</b>	BEVERLY HILLS
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90211
<b>PROPERTY NUMBERS Total: 48</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	17748271
Application Number:	63308116
Application Number:	17983744
Application Number:	29869999
Application Number:	29855369
Application Number:	29855371
Application Number:	29855373
Application Number:	29855374
Application Number:	29855375
Application Number:	29855376
Application Number:	29857074
Application Number:	29857071
Application Number:	29857023
Application Number:	29857025
Application Number:	29857035
Application Number:	29857039
Application Number:	29857046
Application Number:	29855379
Application Number:	29855380

Property Type	Number
Application Number:	29855381
Application Number:	29855382
Application Number:	29855383
Application Number:	29857043
Application Number:	29857044
Application Number:	29857045
Application Number:	29857006
Application Number:	29857007
Application Number:	29857008
Application Number:	29857009
Application Number:	29859483
Application Number:	63415750
Application Number:	29856373
Application Number:	29870000
Application Number:	29870001
Application Number:	29870002
Application Number:	29859487
Application Number:	29859485
Application Number:	29870003
Application Number:	29870004
Application Number:	29856423
Application Number:	29856420
Application Number:	18076092
Application Number:	29869638
Application Number:	29869639
Application Number:	29869619
Application Number:	29869617
Application Number:	63481219
Application Number:	29855378

#### **CORRESPONDENCE DATA**

**Fax Number:** (312)862-2200

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 3128622200

**Email:** noreen.gosselin@kirkland.com

**Correspondent Name:** NOREEN GOSSELIN

**Address Line 1:** KIRKLAND & ELLIS LLP

**Address Line 2:** 300 NORTH LASALLE

**Address Line 4:** CHICAGO, ILLINOIS 60654

<b>ATTORNEY DOCKET NUMBER:</b>	38725-1007
<b>NAME OF SUBMITTER:</b>	NOREEN GOSSELIN
<b>SIGNATURE:</b>	/NOREEN GOSSELIN/
<b>DATE SIGNED:</b>	03/21/2023

**Total Attachments: 8**

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## **PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 20<sup>th</sup> day of March, 2023, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, and together with any additional entity that becomes party to the Loan Agreement (as defined below) in accordance with the terms thereof, “Grantors” and each individually “Grantor”), and OAKTREE FUND ADMINISTRATION, LLC (“Oaktree”), in its capacity as administrative agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, “Agent”).

### **WITNESSETH**

WHEREAS, pursuant to that certain Term Loan Agreement, dated as of May 13, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”), by and among US MERCHANTS HOLDINGS, LLC, a Delaware limited liability company (“Borrower”), JANSAN ACQUISITION, LLC, a Delaware limited liability company (the “Target”), AMERICAN PLASTICS LLC, a Delaware limited liability company (“AP”), CCP NEWCO LLC, a Delaware limited liability company (“CCP NewCo”), FWP NEWCO LLC, a Delaware limited liability company (“FWP NewCo”), American Plastics Carolina, LLC, a Delaware limited liability company (“AP Carolina”), CREATIVE PLASTIC CONCEPTS, LLC, an Ohio limited liability company (“CPC”), SHELVES WEST, LLC, an Ohio limited liability company (“Shelves”), and CENTREX, LLC, an Ohio limited liability company (“Centrex” and, together with the Target, AP, CCP NewCo, FWP NewCo, AP Carolina, CPC, and Shelves, the “Target Group” or the “Subsidiary Guarantors”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower and its subsidiaries from time to time pursuant to the terms and conditions thereof; and WHEREAS, Agent has agreed to act as agent for the benefit of the Lender Group (as defined in the Loan Agreement) in connection with the transactions contemplated by the Loan Agreement and this Agreement;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Loan Agreement, the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of May 13, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Patent Security Agreement shall be subject to the rules

of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending

Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

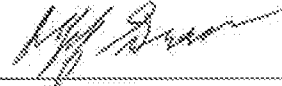
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**CREATIVE PLASTIC CONCEPTS, LLC**, an  
Ohio limited liability company

By:



Name: Jeffrie Alan Green

Title: President

**AGENT:**

ACCEPTED AND ACKNOWLEDGED BY:

**OAKTREE FUND ADMINISTRATION, LLC**

By:

Name:

Its Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**CREATIVE PLASTIC CONCEPTS, LLC**, an  
Ohio limited liability company

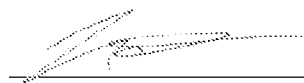
By: \_\_\_\_\_  
Name:  
Title:

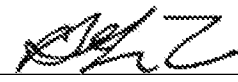
**AGENT:**

ACCEPTED AND ACKNOWLEDGED BY:

**OAKTREE FUND ADMINISTRATION, LLC**

By: Oaktree Capital Management, L.P.  
Its: Managing Member

By:  \_\_\_\_\_  
Name: Jordan Mikes  
Its: Managing Director

By:  \_\_\_\_\_  
Name: Sherman Lau  
Its: Senior Vice President



**SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT**

<b>GRANTOR</b>	<b>TITLE</b>	<b>APPLICATION/ PATENT NO.</b>	<b>STATUS</b>	<b>FILING DATE</b>
Creative Plastic Concepts, LLC	STACKABLE CRATE	17/748,271	Published	5/19/2022
Creative Plastic Concepts, LLC	CABINET SYSTEM AND METHOD	63/308,116	Pending	2/9/2022
Creative Plastic Concepts, LLC	WEATHERPROOF STORAGE TOTE	17/983,744	Pending	11/9/2022
Creative Plastic Concepts, LLC	ROLLING TOOL BOX UTILITY CART	29/869,999	Pending	1/13/2023
Creative Plastic Concepts, LLC	TOTE	29/855,369	Pending	10/2/2022
Creative Plastic Concepts, LLC	TOTE	29/855,371	Pending	10/2/2022
Creative Plastic Concepts, LLC	TOTE	29/855,373	Pending	10/2/2022
Creative Plastic Concepts, LLC	TOTE	29/855,374	Pending	10/2/2022
Creative Plastic Concepts, LLC	TOTE	29/855,375	Pending	10/2/2022
Creative Plastic Concepts, LLC	TOTE	29/855,376	Pending	10/2/2022
Creative Plastic Concepts, LLC	LID	29/857,074	Pending	10/19/2022
Creative Plastic Concepts, LLC	LID	29/857,071	Pending	10/19/2022
Creative Plastic Concepts, LLC	LID	29/857,023	Pending	10/19/2022
Creative Plastic Concepts, LLC	LID	29/857,025	Pending	10/19/2022
Creative Plastic Concepts, LLC	LID	29/857,035	Pending	10/19/2022
Creative Plastic Concepts, LLC	LID	29/857,039	Pending	10/19/2022
Creative Plastic Concepts, LLC	LID	29/857,046	Pending	10/19/2022
Creative Plastic Concepts, LLC	TOTE	29/855,378	Pending	10/2/2022
Creative Plastic Concepts, LLC	TOTE	29/855,379	Pending	10/2/2022
Creative Plastic Concepts, LLC	TOTE	29/855,380	Pending	10/2/2022
Creative Plastic Concepts, LLC	TOTE	29/855,381	Pending	10/2/2022
Creative Plastic Concepts, LLC	TOTE	29/855,382	Pending	10/2/2022
Creative Plastic Concepts, LLC	TOTE	29/855,383	Pending	10/2/2022
Creative Plastic Concepts, LLC	LID	29/857,043	Pending	10/19/2022

Creative Plastic Concepts, LLC	LID	29/857,044	Pending	10/19/2022
Creative Plastic Concepts, LLC	LID	29/857,045	Pending	10/19/2022
Creative Plastic Concepts, LLC	LID	29/857,006	Pending	10/19/2022
Creative Plastic Concepts, LLC	LID	29/857,007	Pending	10/19/2022
Creative Plastic Concepts, LLC	LID	29/857,008	Pending	10/19/2022
Creative Plastic Concepts, LLC	HANDLE FOR TOTE	29/857,009	Pending	10/19/2022
Creative Plastic Concepts, LLC	BIN BODY FOR WEATHERPROOF STORAGE TOTE	29/859,483	Pending	11/10/2022
Creative Plastic Concepts, LLC	HEAVY DUTY TRASH CAN WITH FOOT HOLD	63/415,750	Pending	10/13/2022
Creative Plastic Concepts, LLC	HEAVY DUTY TRASH CAN	29/856,373	Pending	10/13/2022
Creative Plastic Concepts, LLC	TOOL BOX UTILITY CART LID	29/870,000	Pending	1/13/2023
Creative Plastic Concepts, LLC	TOOL BOX UTILITY CART TRAY	29/870,001	Pending	1/13/2023
Creative Plastic Concepts, LLC	TOOL BOX UTILITY CART CONTAINER	29/870,002	Pending	1/13/2023
Creative Plastic Concepts, LLC	TOTE BASE	29/859,487	Pending	11/10/2022
Creative Plastic Concepts, LLC	TOTE LID	29/859,485	Pending	11/10/2022
Creative Plastic Concepts, LLC	SMALL ROLLING TOOL BOX UTILITY CART	29/870,003	Pending	1/13/2023
Creative Plastic Concepts, LLC	SMALL TOOL BOX UTILITY CART CONTAINER	29/870,004	Pending	1/13/2023
Creative Plastic Concepts, LLC	FOOT STEP FOR HEAVY DUTY TRASH CAN	29/856,423	Pending	10/13/2022
Creative Plastic Concepts, LLC	LIFT HANDLE FOR HEAVY DUTY TRASH CAN	29/856,420	Pending	10/13/2022
Creative Plastic Concepts, LLC	BIN WITH FLIP LID	18/076,092	Pending	12/6/2022
Creative Plastic Concepts, LLC	CONTAINER LID WITH SURFACE FEATURES AND CONNECTING BRIDGES	3182698	Pending	11/23/2022
Creative Plastic Concepts, LLC	SYSTEM AND METHOD FOR OPTIMIZED SHELF PRODUCT SHIPPING, STORAGE, AND DISPLAY ONSITE		Pending	1/24/2023

Creative Plastic Concepts, LLC	SUBFLANGE OF STORAGE BUCKET	29/869,638	Pending	1/5/2023
Creative Plastic Concepts, LLC	HANDLE ARM FOR STORAGE BUCKET	29/869,639	Pending	1/5/2023
Creative Plastic Concepts, LLC	HANDLE FOR STORAGE BUCKET	29/869,619	Pending	1/5/2023
Creative Plastic Concepts, LLC	RIM OF STORAGE BUCKET LID	29/869,617	Pending	1/5/2023
Creative Plastic Concepts, LLC	SYSTEM AND METHOD FOR OPTIMIZED SHELF PRODUCT SHIPPING, STORAGE, AND DISPLAY ONSITE	63/481,219	Pending	1/24/2023